ADVERTISEMENT FOR RESPONSES TO REQUEST FOR QUALIFICATIONS

Notice is hereby given that the Board of Supervisors of Lamar County, Mississippi shall receive responses from qualified Energy Services Companies (ESCOs) to provide energy conservation equipment and services under an Energy Services Performance Contract until 5:00 pm on Monday, January 25, 2010 at 403 Main Street, Purvis, Mississippi 39475. ESCO qualifications will be submitted in accordance with Section 31-7-14 of the Mississippi Code, the Mississippi Development Authority–Energy Division's Policy and Procedures for Energy Performance Contracting and the Request for Qualifications.

A detailed "Request for Qualifications" may be obtained via the web at www.lamarcounty.com or from the Project Manager:

Chuck Bennett
County Administrator
Lamar County
403 Main Street, Purvis, MS 39475
601-794-3406

All correspondence should be directed to:

Chuck Bennett County Administrator Lamar County 403 Main Street, Purvis, MS 39475 601-794-3406

REQUEST FOR QUALIFICATIONS (RFQ)

Issued by

Lamar County, Mississippi Board of Supervisors

For Energy Performance Contracting Services

INTRODUCTION

Lamar County, Mississippi (hereinafter referred to as "Customer") seeks specific qualifications from interested Energy Services Companies (ESCOs) that are capable of providing comprehensive energy management for selected facilities owned or managed by the Customer and facilities owned or managed by the cities of Purvis and Lumberton and the town of Sumrall.

GENERAL RESULTS DESIRED

The Customer seeks a broad range of services and capital improvements in order to reduce the consumption and related costs of energy use in county owned facilities and, those facilities in the cities of Purvis and Lumberton and the town of Sumrall. These services and capital improvements will be provided and financed through ARRA Funding (federal stimulus funds) and or a performance-based contract with a guarantee of savings under which the Customer: a.) incurs no initial capital costs; b.) achieves significant long-term savings; c.) achieves a guarantee for energy savings and operations and maintenance (O&M) savings which can include material, labor and avoided future equipment replacements; d.) obtains consistent levels of occupant comfort and building functionality. All proposed O&M savings must be clearly documented and will be rigorously reviewed by the Customer.

The Customer seeks to maximize energy savings and related improvements. Within the framework of available financing, therefore, ESCOs are encouraged to advocate the installation and implementation of improvements providing the greatest possible energy and O&M savings. Essential services and improvements sought are those that will reduce energy consumption in the Customer's facilities, upgrade capital energy-related equipment, improve building operations and maintenance, save costs through fuel switching or improved demand management, and aid in meeting environmental management responsibilities.

Improvements must result in a guaranteed energy savings with the ESCO payments linked to actual measured reductions in energy cost or consumption. No contract shall exceed 15 years in duration and is subject to annual appropriations. The energy savings achieved by the installed energy efficiency measures (EEMs) need to be sufficient to cover all project costs including annual maintenance and monitoring fees for the duration of the contract term. At a minimum, the energy savings guarantee should be structured to correspond to the annual financing costs associated with the project.

The contract is subject to approval and review by the Mississippi Development Authority - Energy Division.

REQUIRED SYSTEMS AND SERVICES CAPABILITIES

ESCOs must have the demonstrated technical and managerial capabilities to address a broad range of building energy systems and provide a comprehensive set of energy services. Energy systems include, but are not limited to, heating, ventilation and air conditioning systems, lighting, windows, insulation and energy management controls, life safety measures that provide long-term, operating-cost reductions, building operation programs that reduce operating costs, other energy-conservation-related improvements, including improvements or equipment related to renewable energy, water and other natural resources conservation, including accuracy and measurement of water distribution and/or consumption, and other equipment, services and improvements providing energy efficiency.

Energy services include, but are not limited to, an investment grade technical energy audit and report; the design, acquisition, installation, modification maintenance, commissioning, monitoring and training in the operation of new and/or existing energy systems which will reduce energy consumption associated with the heating, ventilation and air conditioning system, the lighting system, building envelope, water usage, and other energy using devices, as well as for savings which would not reduce consumption per se, but are aimed at cost savings related to energy use, such as sewage, solid waste collection, fuel switching or demand reductions. Any stipulated energy and/or non-energy cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by the Customer. Additional services may include continuing O&M for all improvements and/or training of the Customer's staff on routine maintenance and operation of systems as well as training of occupants. Monitoring and verification (M&V) services include appropriate measurement and reporting of the performance and savings from improvements.

OVERVIEW OF TERMS AND CONDITIONS

Contract Term. No contract shall exceed 15 years in duration and is subject to annual appropriations.

Guarantee. Improvements and services must result in guaranteed minimum annual energy and O&M savings option, as well as guaranteed minimum levels of occupant comfort. A guarantee is required to be greater than the project costs. The combined savings achieved by the installed projects must be sufficient to cover all project costs, including debt service, and all ESCO fees for services for the duration of the contract term. **At a minimum, the savings guarantee should be structured to correspond to the annual financing costs associated with the project.** Payments must be linked to actual measured post-retrofit improvements as compared to building performance before the installation of any energy systems and service

improvements. The guaranteed savings must be achieved each year. Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by the Customer, and will not be allocated to future annual savings guarantees or shortfalls in other years.

Financial Review. Detailed financial projections of project benefits are dependent upon the scope of technical retrofits finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of a detailed engineering study and negotiation of the project structure. During contract negotiations, the ESCO shall disclose cost markups which will be applied during the subsequent technical energy analysis and energy performance contract. Open book pricing during the construction stage will be required, such that pricing information or bids on individual products and services will be available for review by the Customer. Respondents are encouraged to carefully review the evaluation criteria in the RFQ under Financial Approach and to respond as fully as possible.

O&M Savings. Any O&M cost savings proposed by the selected ESCO will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by the Customer.

Investment Grade Technical Energy Audit Report. The technical energy audit report must include estimates of savings for <u>each</u> measure and must include an estimate of all costs including design, engineering, installation, maintenance, repairs and debt service.

DESCRIPTION OF THE PROCUREMENT PROCESS

It is anticipated that the process for the procurement of these energy services will proceed in three stages.

- SUBMISSION OF WRITTEN QUALIFICATIONS: The Customer through its designated representatives will review and evaluate the written responses to this Request for Qualifications (RFQ) in accordance with the evaluation criteria identified in Attachment B.
- SELECTION OF ESCO TO DEVELOP CONTRACT: Based on the consensus of the Project Evaluation Team and approval by the Customer, the best qualified ESCO will be selected to conduct a complete Energy Analysis of the facility and propose contract terms concerning a complete set of proposed energy improvements, the timetable for completing engineering and construction work, a detailed description of services to be provided, specific financing arrangements and terms, and an estimate of energy savings, as well as special conditions offered by the company. The Customer intends to negotiate a final Energy Services Agreement (ESA) for these services, which includes a minimum savings guarantee. If an acceptable contract cannot be reached within 90 days from the date of ESCO selection, negotiations with the second-ranked ESCO may be initiated.

RESTRICTION OF CONTACT

From the issue date of this RFQ until the Customer selects a respondent for award, the contact person listed below is the sole point of contact concerning this RFQ. Any violation of this condition may be cause to reject the offending ESCO's submission. If it is discovered that ESCO has engaged in any violations of this condition, the offending ESCO's response may be rejected or contract award rescinded. ESCOs must agree not to distribute any part of their submissions. An ESCO that shares information contained in its submission with other Customer personnel and/or competing ESCO personnel may be disqualified.

Direct all inquiries concerning this RFQ to: Chuck Bennett, County Administrator 601-794-3406

SUBMITTAL FORMAT

Companies who wish to be considered by the Customer must submit an original and five copies of Attachment D (the ESCO Profile Form and ESCO Qualifications & Approach to Project). All submissions become the property of the Customer and will not be returned to the ESCO.

The Customer reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in its best interest to do so. All costs associated with submission preparation will be borne by the submitting company.

TO AID ESCOS IN THEIR RESPONSE TO THIS REQUEST, THE FOLLOWING ITEMS ARE ATTACHED:

OVERVIEW OF ATTACHMENTS

To aid companies in their response to this request the following items are attached:

Attachment A: Proposed Project Schedule

Attachment B: Evaluation Criteria

Attachment C: Contract Terms and Conditions

Attachment D: ESCO Profile Form and Approach to Project

ATTACHMENT A PROPOSED PROJECT SCHEDULE

The following schedule is the proposed schedule. The Customer reserves the right to change these dates as they deem necessary.

Activity	Dates
Advertise/Issue RFQ	Week of Jan. 7 & 14
Written Qualifications Due	Jan. 25
Written Qualifications Reviewed/Evaluated;	Week of Jan. 25
ESCO Selection	Feb. 1
Approval of ESCO Selection	Feb. 1
Preliminary Technical Audit Contract Negotiations	TBD
Technical Energy Audit Agreement Executed	TBD
Technical Audit Report Submitted	TBD
Negotiations and Execution of Energy Services Agreement (including approval by MDA-Energy Division)	TBD

ATTACHMENT B EVALUATION CRITERIA

The criteria listed below will be used in the evaluation of written submissions, interviews with previous ESCO clients, and the responses of ESCOs during oral interviews, as appropriate. These criteria will be applied and interpreted solely at the discretion of the Customer. Written responses should include all necessary information that is pertinent to these evaluation criteria. Additional information required for the proper assessment of written submissions may be requested from the ESCO at the discretion of the Customer. The criteria are not ranked in order of importance.

Experience (Scoring weight: 30%)

ESCOs experience with implementing guaranteed energy savings contracts (specific branch office or project team members assigned to this project).

Qualifications and experience of ESCOs personnel.

Documented energy savings performance of previous projects.

Ability to manage construction and complete all phases of the project on schedule.

Quality of *Project His*tory and *Client Reference* documentation.

Project Management

(Scoring weight: 15%)

Clear assignment of responsibility for various tasks to specific individuals.

Quality of approach to operations and maintenance.

Quality of monitoring, maintenance, and measurement and verification services on past projects.

Clarity, organization, and level of detail in written submission.

Technical Approach

(Scoring weight: 30%)

Quality of technical approach to the project.

Reliability of equipment performance on past projects.

Quality of proposed training for facility staff.

Quality of baseline energy calculations.

Quality of approach to savings calculations and measurement.

Financial (Scoring weight: 25%)

Financial soundness and stability of the ESCO.

Reasonableness of proposed audit costs.

Demonstrated ability to arrange project financing.

Quality of Sample Customer Savings Report.

The establishment, application, and interpretation of the above criteria shall be solely within the discretion of the Customer. The Customer reserves the right to reject any and all submissions.

ATTACHMENT C CONTRACT TERMS AND CONDITIONS

The minimum conditions the Customer will accept from the selected ESCO are described below. This section defines the scope of services related to the technical requirements that will be included in any final contract. It also defines the key contractual provisions.

1. Scope Of Services (Technical Requirements)

The Scope of Services must be included in any performance contract the Customer enters into, and must include the following items at a minimum:

- a. Investment Grade Technical Energy Audit and Report. The ESCO's proposed contract terms must include the performance and presentation of results from a detailed investment grade technical energy audit and report of acceptable quality to the Customer. If the Customer decides not to enter into a contract after the audit report has been accepted, the Customer agrees to pay the cost of the audit as stated in the submitted response to this RFQ, provided that all contract terms and conditions of the audit have been met by the ESCO. Note: These conditions have been described previously and can be negotiated into the audit contract. Debt service for each measure is not likely to provide useful information unless there is something specific to Mississippi law that requires it.
- b. Standards of Comfort. Specific standards of comfort, safety and functionality will not be degraded from the existing condition and/or shall meet minimum established industry standards. The ESCO will be responsible for maintaining the levels of comfort for each building as specified in the Technical Facility Profile or in any final agreement. Persistent failure to maintain the defined climate and lighting conditions will constitute a default.
- c. Professional Engineer Involvement. A registered professional engineer must, at a minimum, review and approve design work done under this contract.
- d. Guaranteed Savings. The Customer requires a minimum annual savings guarantee. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing the Customer the amount of necessary to pay for annual project financing and all related contract obligations. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years or be credited to future annual savings guarantees.
- e. **Annual Interest Rate.** The annual rate of interest paid under any lease-purchase agreement entered into by the Customer shall not exceed the

maximum interest rate to maturity on general obligation indebtedness permitted under §75-17-101 of the Mississippi Code.

- f. Construction Management. The ESCO will be required to work with current building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require the Customer to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation.
- g. Equipment Standardization. All equipment installed that is comparable to similar equipment at other sites operated by the Customer shall be of the same manufacturer for standardization of equipment agency wide, unless otherwise accepted by the Customer.
- h. **Maintenance Manuals**. At least 3 maintenance manuals for each site will be provided for all equipment replacements and/or upgrades at each location. Manuals are subject to approval of Customer.
- i. As-Built Drawings. Where applicable, ESCO must provide mylar, reproducible "as built" and record drawings (or such electronic equivalents as may be agreed to with the Customer) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completion of installation.
- j. **Maintenance Services.** Maintenance services shall be negotiated between the Customer and ESCO and described in the detail in the final contract.
- k. **Customer Activities.** Customer reserves the right to make energy improvements to the work sites and to monitor the performance of the installations independently of the ESCO.

2. Contractual Provisions

Key elements that must be provided for in any performance contract that Customer enters into will, at a minimum, include the following:

- a. **Written Submissions**. The contents of the ESCO's submissions in response to this solicitation will become part of any final agreement between the Customer and the contractor.
- b. **Meeting Project Schedule.** The ESCO must provide a final schedule of project milestones including equipment-servicing and preventive maintenance

provisions that will become part of any final contract. ESCO is responsible for meeting schedule deadlines. In the event any milestone or service provision is not met as scheduled without prior approval from the Customer, the Customer reserves the right to consider it a default and withdraw from all contractual obligations without penalty.

- c. Customer Inspection. The Customer must have the right to inspect, test and approve the work conducted in the facilities during construction and operation. The Customer shall have the right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of this agreement. This is covered below by the open book pricing requirement. Records shall be kept on a generally recognized accounting basis, and calculations will be kept on file in legible form and retained for three years after close-out. The Customer retains the right to have its representative visit the site during the analysis and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors.
- d. **Final Approval of Customer.** The Customer retains final approval over the scope of work and all end-use conditions.
- e. Repayment of Project Financing. The repayment obligation and term of the financing for this project must be arranged to coincide with the acceptance by the Customer that the project is fully installed and functioning.
- f. **Property of Drawings, Reports and Materials.** All drawings, reports and materials prepared by the ESCO specifically in performance of this contract shall become the property of the Customer and will be delivered to the Customer as needed or upon completion of construction.
- g. Compliance. All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations such as building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices and in compliance with all Customer regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from is contract. The contract must comply with the statutory provisions of §31-7-14 of the Mississippi Code.
- h. Handling of Hazardous Materials. All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all reasonable Customer rules relative to the premises. In

the event the ESCO encounters any such materials, the ESCO shall immediately notify the project manager and stop work pending further direction from the project manager. The State may, in its sole discretion, suspend work on the project pending removal of such materials or terminate this Agreement.

- i. Methodology to Adjust for Changes. The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.
- j. Hiring and Wage Requirements. The ESCO will comply with all requirements for the payment of prevailing wages, and for minority and women-owned business enterprises.
- k. Subcontractor Approval. The Customer retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project.
- I. **Bonding Requirements.** The ESCO will provide to the Customer assurance of completion in the form of separate performance and labor and material payment bonds, each in the sum of 100 percent of all subcontracts.
- m. **ESCO Insurance.** Prior to the commencement of work, the ESCO must provide evidence of the required levels of insurance for both the construction and operations phases of the project.
- n. Guaranteed Cost Savings. Improvements and services must result in guaranteed minimum annual energy and O&M savings option, as well as guaranteed minimum levels of occupant comfort A guarantee is required to equal the calculated savings attributable to all energy and operating saving measures during the contract period, in accordance with §31-7-14 of the Mississippi Code, as amended. The combined savings achieved by the installed projects must be sufficient to cover all project costs including debt service and contractor fees maintenance, monitoring and other services, for the duration of the contract term. At a minimum, the savings guarantee should be structured to correspond to the annual financing costs associated with the project. Payments must be linked to actual measured post-retrofit improvements as compared to building performance before the installation of any energy systems and service improvements. Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by Customer, and will not be allocated to shortfalls in other years or credited to future annual savings guarantees.
- o. **Applicability of O&M savings**. Any O&M cost savings related to maintenance and operation of the facilities will be rigorously reviewed and, if

- agreed to, will be limited to those that can be thoroughly documented and approved by the Customer.
- p. **Open Book Pricing.** Open book pricing will be required, such that the ESCO will fully disclose all costs.
- q. Disclosure of Cost Markups. The pricing methodology and individual cost markups disclosed during preliminary contract negotiations will be required to be applied to any measures included in any subsequent technical analysis or performance contract.
- r. **Annual Reconciliation.** Annual savings will be reconciled and verified each year as specified in the final contract.
- s. **Contract Term.** No contract shall exceed 15 years in duration and is subject to annual appropriations.
- t. **Contract Expiration and Renegotiation**. At the time of contract expiration, the Customer will have the option either to renegotiate the contract or terminate it without penalty.
- u. **Contract Renegotiation**. Customer reserves the right to renegotiate the awarded contract if warranted, due to changes in the regulatory or utility climates or in the Customer's use of energy.
- v. **Post-Contract Preventive Maintenance Schedule.** Upon completion of the contract, the ESCO shall provide to Customer a single comprehensive schedule of necessary preventive maintenance for all installations for the five (5) years following contract close-out.
- w. **Assignment Approval.** The Customer will have the right of approval for assignment of the performance contract to a different ESCO.
- x. **Non-Appropriations Clause.** Payments will be subject to annual appropriation in accordance with the provisions contained in §31-7-14 of the Mississippi Code, as amended.
- y. **ARRA Funding.** Lamar County will use federal stimulus funding if available for this project.

ATTACHMENT D ESCO PROFILE FORM AND QUALIFICATIONS AND APPROACH TO

PROJECT

WRITTEN SUBMITTAL INFORMATION

General Information:

Failure to complete any question in whole or in part, or any deliberate attempt by the respondent to mislead the Customer, may be used as grounds to find the proposing ESCO ineligible.

All submissions become the property of Customer and will not be returned to the ESCO.

All costs associated with submission preparation will be borne by the submitting ESCO.

Please use double-sided copying where possible to reduce paper use.

Submit The Following:

a. Attachment D: "ESCO Profile Form" and "ESCO Qualifications and Approach to Project"

Quantity: Six; including original.

b. Cover Sheet to accompany each of the above submittal, as given below.

To: Lamar County, Attention: Chuck Bennett

RE:	Response to RFQ - Energy Performance Contracting Service				
	Date:				
	From:				
	Firm Name:				
	Address:				
	General Phone Number:				
	Contact Person Name:				
	Title:				
	Phone:				
	Fax:				
	E-mail Address (if applicable):				

Submit To:

Lamar County - Attention: County Administrator Chuck Bennett

Address for overnight or hand-delivery: Lamar County Board of Supervisors 403 Main Street, Purvis, MS 39475 601-794-3406

Mailing address: Same as above

Due Date:

Submittal must be *received* at the above address no later than 5:00 pm on or before January 25, 2010.

ESCO PROFILE FORM

NOTES:

- ESCO may request an electronic copy of this form for easier preparation.
 ESCO must address all questions. If not applicable, enter "N/A.".

1. **General Firm Information**

FIRM'S NAME:					
MAILING ADDRESS:					
PHYSICAL ADDRESS:					
CITY: STATE: ZIP:					
COUNTY:					
WEBSITE:					
Names, Titles and Phone Number of	f two principal contact	persons:			
NAME	TITLE	PHONE			
	<u> </u>				
Submittal is for: [] Parent Company	/ [] Division [] Su	bsidiary [] Branch Office			
List any Division or Branch Offices the submission, and/or in the conduction.					
Name of Office:					
Address:					
Name and Address of Parent Compa	any (if applicable)				
Name:					
Address:					
Former Name(s) of Firm (if applicable					
Name:					
Address:					

2.	Date Prepared:	
3.	Type of Firm: [] Corporation [] Sole Owner	[] Partnership ship [] Joint Venture
4 .	Federal Employer Identification	Number:
5.	Year Firm was Established:	
		recognized as a Minority Business
	[]Yes	[] No
	If yes, please indicate the	e appropriate category.
	[] American Indian[] Spanish Surname[] Asian-American	[] Female-Owned[] Black[] Other
7.	Five year summary of contract contracts implemented and cur	values for energy performance rently under contract with your firm
	20: \$(to date)	20: \$
	20: \$	20: \$
	20: \$	
	and currently under contract with your projects that have been managed dire any individual in such branch, divisio to this project. Attach additional sheet Estimate of total value for all energy repayment and under contract with y	performance contracts that are currently in our firm: \$ (total value)
	as of date	
8.	Corporate background/historica	al data

a.	How many years has your firm been in business under its present business name? Years
b.	Indicate all other names by which your organization has been known and the length of time known by each name.
C.	How many years has your firm been involved in energy-related business? Years
d.	Please identify all states in which your firm is legally qualified to do business.
PERS	SONNEL INFORMATION

9.

- Please indicate the number of full time personnel employed by your firm and a. the percent available to work on this project.
- b. Briefly describe the relevant experience, qualifications and educational background for each individual team member assigned to this project using the format provided on the following page. Do not include individual resumes in lieu of this information.

Personnel Information	
Name of project team member:	
Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	
Employment History Company name: Primary job responsibilities: Number of years with firm:	
Educational Background List all academic degrees, certifications, professional affiliations, relevant publications and technical	

Personnel Information	
training.	
List all energy performance contracting projects this individual has been involved with during the past five years; include project location, type of facilities, year implemented and dollar value of installed project costs.	
Describe the specific role and responsibilities this individual had for each listed project.	
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	
Describe any other relevant technical experience.	
Indicate the total years of relevant energy-related experience for this individual.	

- c. Submit an organizational chart that clearly identifies the roles and relationships of all key team members.
- d. Please certify that your company does not owe the State of Mississippi any taxes.
- e. Please certify that your company is not currently under suspension or debarment by the State of Mississippi, any other state, or the federal government.
- f. Please identify your firm's legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiation.

10. FINANCIAL REFERENCES

a. Please attach an audited financial statement or your firm's most recent annual report.

- Please attach the most recent year-ending Statement of Financial Conditions, including balance sheet and income statement, dated within twelve months of filing this ESCO Profile Form.
- c. Please provide the name, address, and the telephone number of firm(s) that prepared Financial Statements.

11. PROJECT HISTORY

Using the following forms, list at least Three (3) energy performance contracting projects currently under contract with your firm that are in repayment with at least one full year's worth of saving data. Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office that will be specifically assigned to this project. Projects with installed costs of less than \$500,000.00 or single technology projects (e.g. lighting only, controls only, etc.) will not be considered. Attach additional sheets as necessary. Please put an asterisk by those project references involving buildings similar to the building(s) described in the technical appendices. All information is required.

Project History	
Project Name and Location	
Type of Facility(s)	
Project Dollar Amount (installed project costs)	
Primary ECMs Installed	
Construction Start Date Completion End Date	
Contract Start & End Dates	
Project Schedule. Indicate if the project was completed on schedule. If not, please explain.	
Dollar Value of Projected Annual Energy Savings	
Dollar Value of Guaranteed Annual Energy Savings	

Project History Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification	
Identify all ESCO personnel associated with this project and their specific role(s) and responsibility(s)	
Provide current and accurate telephone and facsimile numbers of the owner(s)' representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.	

For each project described above, complete the following table:

Annual Energy Savings Table

Name of Project:	 Name o	of ESCO:

	Project ed	Guarantee d	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
KW							
Therms							

Water Gallons								
Other (Specify	·)							
to be conta quest that fa indica	proper ined in ion or act with ite refe	ly completed this form m directive doe the symbo	ust be addressed. Failure to an ay be used as es not pertain to N/A. For addiner (i.e., 12a, 12	nswer any og grounds to grour orga tional space	question, of find a reseanization in the attach 8 central attach 8	or comply or pondent in any way, 1-1/2" x 11'	with any di eligible. If please ind ' sheets ar	rective fa dicate nd
12.				مامان	da a£		20	
	a.							
			Organization:					
		Ву						
		1100						
13.	NOT	ARY STAT	TEMENT					
	a.	Mr./Ms					_ being du	ıly
		sworn dep	oses and says	that he/sh	e is			
	ESCO, and that answers to the foregoing questions and all statements							ents
		therein co	ntained are true	e and corre	ect.			
	b.	Subscribe	d and sworn be	fore me th	is	_ day of		_

My Commission Expires _______20_____

20_____.

Notary Public

ESCO QUALIFICATIONS AND APPROACH TO PROJECT

Please provide answers to each category listed below. Provide your responses on 8-1/2" x 11" sheets of paper and number and title each answer to the corresponding category. A table of contents should be included and all pages in your response to this attachment numbered sequentially. The font size should be no smaller than 10 point. Submissions will be evaluated in light of the material and substantiating evidence presented and not on the basis of what is inferred.

1. General Approach

1.1 Project Summary (not to exceed 5 pages)

Summarize the *Scope of Services* (design, financial, operations, maintenance, training, etc.) that would be offered by your firm for this project. Please include a brief description of your firm's *Approach to Project Management* and the *Specific Benefits* to the Customer.

1.2 Training Provisions

Please describe your firm's capabilities and proposed approach to provide technical training for the Customer's facility personnel. Please describe your firm's involvement in developing training manuals for facility staff and indicate any specific areas of training you may likely recommend for this project. Please describe your firm's approach to implementing and measuring the savings associated with behavior modification strategies.

1.3 Cost of Audit

Estimate the total cost of the investment-grade technical energy audit to the Customer, if no contract is negotiated.

1.4 Energy Baseline Calculation Methodology and Measurement and Verification Plan

Describe the methods used to compute baseline energy use. Describe any computerized modeling programs used by your firm to establish baseline consumption. Please summarize procedures, formulas, and methodologies including any special metering or equipment your firm will use to measure and calculate energy savings for this project. Describe the methods used to adjust the guaranteed level of savings from any material changes that occur due to factors such as weather occupancy, facility use changes, etc. Indicate any operational cost savings opportunities and how such savings are to be identified, documented, and measured. Describe your firm's proposed approach to treatment of savings achieved during construction and how those savings will be documented and verified.

1.5 ESCO Fee Calculation

Please describe the methods for calculating your firm's fees as a function of the project's energy saving performance. Please describe the specific services your firm will be paid for over the contract term. Describe the method by which you will

be paid for those services and how often payments will be made. Describe your firm's overhead, profit, and pricing policies for these types of projects. Describe your firm's approach to and experience in providing open-book pricing.

1.6 Savings Guarantee Calculations

Please provide a copy of your firm's savings guarantee language and describe your approach to the annual reconciliation of savings. Describe your procedures and schedule for measuring the project's financial performance, and how the guarantee provisions work in the event that project results vary from projections. Describe your firm's methodology for establishing the guarantee of the project's financial performance. Also describe how excess savings will be documented for the Customer's benefit.

1.7 Provision of Financing

Please briefly describe the types of financing arrangements used by your firm for past performance contracting projects. Describe your firm's preferred approach to providing or arranging financing for this project including a description of the source of funds and the potential dollar amounts currently available to your firm to finance these types of projects. Please indicate what representative interest rates may be available, financing terms, and other variable economic factors associated with each method that you are aware of at the time of this submission. Describe how construction will be financed. Include your firm's bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability

1.8 Investment Grade Technical Energy Audit

Please give a general description of your technical auditing and analysis procedures and any anticipated involvement of the Customer's personnel in the provision of technical data and/or other support required or to be requested for the audit phase of this project.

1.9 NAESCO Accreditation

<u>Qualified Proposers MUST be accredited by NAESCO or will be disqualified for consideration for this RFQ</u>. Please provide a copy of your current accreditation certificate from the National Association of Energy Service Companies (NAESCO).

2. Site Specific Approach

2.1 Equipment Maintenance Services

Please describe any major changes in operations or maintenance for the facility that your company foresees and the types of maintenance services likely to be included in this project. Please address how you would approach the role of the Customer's personnel in performing maintenance on existing and new equipment. Please discuss the relationship of maintenance services to the savings guarantee, any required length of the maintenance agreement and what

impact termination of maintenance, prior to the end of the contract term, would have on the savings guarantee.

2.2 Project Commissioning

Please describe your firm's approach to equipment commissioning

2.3 Construction Planning

Please describe your firm's proposed approach to scheduling and completion of work required to implement a performance contract in the Customer's facility(s).